

Image ID:
D03300456C01

SUMMONS

Doc. No. 3300456

IN THE COUNTY COURT OF Douglas COUNTY, NEBRASKA
1701 Farnam-Criminal/Trfc/Probate
1819 Farnam - Civil/Small Claims
Omaha NE 68183

Ronita Mendoza v. JH Portfolio Debt Equities LLC

Case ID: CI 14 17954

TO: JH Portfolio Debt Equities LLC

You have been sued by the following plaintiff(s):

Ronita Mendoza

Plaintiff's Attorney: Adam R Tripp
Address: 141 E. Military Ave, PO Box 375
Fremont, NE 68026-0375

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: SEPTEMBER 16, 2014 BY THE COURT:

Leslie A. Douglas
Clerk



PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

JH Portfolio Debt Equities LLC
5230 Las Virgenes Road Ste 265
Calabasas, CA 91302

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.

EXHIBIT A

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Ronita Mendoza v. JH Portfolio Debt Equities LLC

Case ID: CI 14 17954

TO: Credit Control, LLC

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Ronita Mendoza

Plaintiff's Attorney: Adam R Tripp
Address: 141 E. Military Ave, PO Box 375
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A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: SEPTEMBER 16, 2014 BY THE COURT:

Kestie A. Douglas
Clerk



PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Credit Control, LLC
5757 Phantom Dr Ste 330
Hazelwood, MO 63042

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.

IN THE COUNTY COURT OF DOUGLAS COUNTY
STATE OF NEBRASKA

RONITA MENDOZA,

Plaintiff,

- v -

JH PORTFOLIO DEBT EQUITIES, LLC
and CREDIT CONTROL, LLC,

Defendant(s).

Case No.

COMPLAINT

Comes now PLAINTIFF, RONITA MENDOZA, by and through her attorney, Adam R. Tripp, for her Complaint against Defendants JH PORTFOLIO DEBT EQUITIES, LLC and CREDIT CONTROL, LLC, and states as follows:

INTRODUCTION

1. This is an action for damages brought by an individual consumer for violations of the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, et seq. (hereafter the "FDCPA") which prohibits debt collectors from engaging in abusive, deceptive, and unfair practices.

PARTIES

2. Plaintiff, Ronita Mendoza, is an adult residing in Omaha, Douglas County, Nebraska.
3. Defendant JH Portfolio Debt Equities, LLC is a business entity regularly engaged in the business of collecting debts in this state with its principal place of business located at 5230 Las Virgenes Road, Suite 265, Calabasas, CA.

91302. The principal purpose of Defendant is the collection of debts using the mails and telephone, and Defendant regularly attempts to collect debts alleged to be due another.

4. Defendant CREDIT CONTROL, LLC is a business entity regularly engaged in the business of collecting debts in this state with its principal place of business located at 5757 Phantom Dr Ste. 330, Hazelwood, MO 63042. The principal purpose of Defendant is the collection of debts using the mails and telephone, and Defendant regularly attempts to collect debts alleged to be due another.
5. Plaintiff is a "consumer" as defined by the FDCPA, 15 U.S.C. § 1692a (3).

FACTUAL ALLEGATIONS

6. Defendant Credit Control, LLC ("Credit Control") attempted to collect a debt allegedly owed by Plaintiff relating to consumer purchases originally owed to Bank of America ("BOA") and subsequently sold or otherwise transferred to JH Portfolio Debt Equities, LLC ("JH").
7. The debt at issue arises out of an alleged transaction which was primarily for personal, family or household purposes and falls within the definition of "debt" for purposes of 15 U.S.C. § 1692a(5).
8. On May 2, 2011, BOA sent a letter to Plaintiff agreeing to settle Plaintiff's BOA account numbered 4888936029205212 for the amount of \$1,113.00 to be paid out in three (3) monthly payments commencing on April 29, 2011. See Exhibit A.

9. All the payments of the settlement agreement were timely made and accepted in accordance with the agreement and BOA sent a paid in full letter to Plaintiff on June 9, 2011. See Exhibit B.
10. At some point thereafter, the above account was sold, transferred, or otherwise improperly sent to JH.
11. On September 19, 2013, Credit Control, on behalf of JH, sent a settlement letter to Plaintiff referencing a former BOA account with an account number ending in 5212 and a balance of \$2,541.80. See Exhibit C.
12. The letter stated the following: "Our records indicate that you have an outstanding balance on the above mentioned account. . . . Credit Control, LLC is authorized to offer the following settlement on this account.

Settlement: 3 payments totaling \$813.37

Payment Schedule:

Pmt #	Due Date	Amount
1	9/30/2013	\$269.37
2	10/30/2013	\$272.00
3	11/30/2013	\$272.00" <i>Id.</i>

13. Plaintiff tendered all the improper payments which were subsequently cashed by Credit Control and JH; on April 3, 2014, Credit Control sent Plaintiff a paid in full letter. See Exhibit D.
14. Defendants' actions constituted a false representation and a misrepresentation of Plaintiff's debt. Plaintiff had already made all required timely payments to BOA pursuant to the original settlement agreement and the account was settled and paid in full.

15. Additionally, Defendants' acceptance of funds on a prior settled and paid in full account was false, deceptive, and misleading, in violation of the FDCPA.
14. Defendants knew or should have known that its actions violated the FDCPA.
Additionally, Defendants could have taken the steps necessary to bring its actions within compliance with the FDCPA, but neglected to do so and failed to adequately review their actions to ensure compliance with said laws.
15. At all times pertinent hereto, Defendants were acting by and through their agents, servants and/or employees, who were acting within the scope and course of their employment, and under the direct supervision and control of the Defendants herein.
16. At all times pertinent hereto, the conduct of Defendants, as well as that of their agents, servants and/or employees, was malicious, intentional, willful, reckless, negligent and in wanton disregard for federal law and the rights of the Plaintiff herein.
17. As a result of Defendants' conduct, Plaintiff has sustained actual damages including, but not limited to, emotional and mental pain and anguish.

CLAIM FOR RELIEF
(Fair Debt Collection Practices Act)

18. Plaintiff repeats and realleges the allegations contained in Paragraphs 1 through 17 herein.
19. The above contacts between Defendants and Plaintiff were "communications" relating to a "debt" as defined by 15 U.S.C. § 1692a(2) and 1692a(5) of the FDCPA.

20. Defendants violated provisions of the FDCPA, including, but not limited to, the following:
21. The FDCPA 15 U.S.C. § 1692e(2) prohibits the false representation of the character, amount, or legal status of any debt. FDCPA § 1692e(10) prohibits any false, misleading, or deceptive representation or means in connection with the collection of a debt. FDCPA § 1692f(1) prohibits a debt collector from using unfair or unconscionable practices to collect a debt, including collection of any amount not authorized by the contract or law.
22. Defendants are liable under § 1692e(2) for misrepresenting the amount of Plaintiff's debt, which in fact was \$0.00, and under § 1692e(10) for stating that Plaintiff owed a debt to JH, when no such debt existed. Defendants also violated § 1692f(1) for wrongfully withdrawing \$813.37 from Plaintiff pursuant to an account that was already settled and paid in full.
23. As a result of the above violations of the FDCPA, Defendants are liable to Plaintiff for actual damages, statutory damages which can be up \$1,000, and costs and attorney fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that judgment be entered against Defendants as follows:

- 1) That judgment be entered against Defendants for actual damages pursuant to 15 U.S.C. § 1692k(a)(1);
- 2) That judgment be entered against Defendants for statutory damages pursuant to 15 U.S.C. § 1692k(a)(2)(A);

- 3) That the Court award costs and reasonable attorney's fees pursuant to 15 U.S.C. § 1692k(a)(3);
- 4) That the Court grant such other and further relief as may be just and proper.

Dated: September 12, 2014

Prepared and Submitted By:

/s/ Adam R. Tripp
Adam R. Tripp, #23856
635 North Broad Street
P.O. Box 375
Fremont, Nebraska 68026
(402) 721-7790
(402) 721-7791 facsimile
ATTORNEY FOR PLAINTIFF

SEP/25/2013/WED 08:29 AM UNMC PURCHASING

FAX No. 402 559 5150

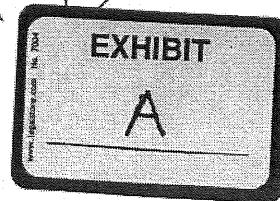
P. 003



Bank of America

www.bankofamerica.com

LL 0505 597 000 07736 #001 SP 0.365
RONITA E MENDOZA
6241 WHITMORE ST
OMAHA NE 68152-225041



May 02, 2011

Account No.: **REDACTED**

Dear Ronita E Mendoza:

This letter confirms our agreement to settle the above-referenced account.

The balance at the time of settlement agreement was \$3,179.24. We will accept \$1,118.00 to settle this account.

Below are the payment terms for your account:

<u>Due date</u>	<u>Payment amount</u>	<u>Due date</u>	<u>Payment amount</u>
04/29/2011	\$371.00		
05/29/2011	\$371.00		
06/29/2011	\$871.00		

Do we really have to
pay twice? Eagle One has also been
paid.

Upon receipt of all required payments, your account will be considered settled. You will not be obligated to pay the difference between the outstanding balance as of the time of settlement and the settlement amount. Your account has been closed to further charging privileges. Also, any future account activity that results in a credit balance may become the property of Bank of America. If a payment is returned for any reason, or if you fail to make required payments on time your settlement will be voided. Additionally, if any of these scenarios occur, the entire balance will be charged-off and we will continue to pursue the remaining debt.

SEP/25/2013/WED 08:28 AM UNMC PURCHASING

FAX No. 402 559 5150

P. 001

866 460 5541
 ATTN: KEVIN - Last Fwd to
 Bank of America

www.bankofamerica.com

LL 0613 612 000 04514 #01 SP 0.365
 RONITA E MENDOZA
 6241 WHITMORE ST
 OMAHA NE 68152-225041

EXHIBIT

B

www.bankofamerica.com No. 7000

[REDACTED]

June 09, 2011

Account No.: **REDACTED**

Dear Ronita E Mendoza:

Thank you for your final payment toward the settlement of \$1,119.00 for the above referenced account. This payment serves as the full settlement and your account will be reported to the consumer-reporting agencies (Experian, TransUnion, and Equifax) as a settled account, paid for less than the full balance. Any future credit balances on the account will be the property of Bank of America.

As a reminder, if the amount Bank of America has forgiven is equal to or greater than \$600.00, we are required by federal law (IRS section 6050P) to report this amount to the IRS and issue a Form 1099-C. You will receive this form for the year in which the settlement completed. We recommend that you consult a certified public accountant or other tax professional if you have any questions regarding your personal taxes.

Although this account is now closed, please note that any new or third party charges posted to this account will be your responsibility. If this account is linked to any new charges or preauthorized third party fees or services such as, internet services or gym memberships, other charges may still post to the account. It is your responsibility to cancel any third party services that may or may not require authorization to charge the account. If any payments are returned for insufficient funds, the settlement will be voided. Once voided, unless previously charged-off, your account will be charged-off immediately and we will continue to pursue the debt.

SEP/25/2013/WED 08:28 AM UNMC PURCHASING

FAX No. 402 559 5150

P.002

If you have any questions, please call 1.888.260.9340 Monday through Thursday, 8 a.m. to midnight, Friday, 8 to 11, Saturday, 8 to 7, or Sunday, noon to 9 Eastern. If you prefer, you may write to Bank of America, P.O. Box 15971, Wilmington, DE 19850-5971. Our knowledgeable associates are ready to assist you.

Sincerely,

Brian Kilpatrick

Customer Assistance Department

CREDITCONTROLSM

Credit Control, LLC
5757 Phantom Dr Ste. 330
Hazelwood, MO 63042
Phone: (877) 395-3541
Hours of Operation: M-F 8:00- 8:00

September 19, 2013

RONITA E MENDOZA
6241 WHITMORE ST
OMAHA, NE 68152

Current Creditor: JH PORTFOLIO DEBT EQUITIES, L
Our Account Number: 6794593
Original Acct: ~~REDACTED~~
Original Creditor: Bank of America
Current Balance: 2,541.80

EXHIBIT

C

Dear RONITA E MENDOZA,

Our records indicate that you have an outstanding balance on the above mentioned account. This letter follows-up on our prior communications and is in response to your request for a written copy of the current offer to settle your account. Credit Control, LLC is authorized to offer the following settlement on this account.

Settlement: 3 payments totaling \$813.37

Payment Schedule:

Pmt #	Due Date	Amount	Pmt #	Due Date	Amount
1	9/30/2013	\$269.37	2	10/30/2013	\$272.00
3	11/30/2013	\$272.00			

Payment(s) must be received at the following address in the form of certified check, check by phone, debit or credit card by phone on or before the due date(s) listed above. Please include our account number on any forms of payments.

Credit Control, LLC.
PO BOX 488
Hazelwood, MO 63042

Upon clearance through the banking system of the total agreed upon amount, your account will be considered Settled in Full. We are not obligated to renew this offer.

This communication is from a debt collection agency. This is an attempt to collect a debt and any information obtained will be used for that purpose.

Sincerely,

Credit Control, LLC

Apr. 3. 2014 4:42PM

No. 9951 P. 1/1

CREDITCONTROLSM

Credit Control, LLC
5757 Phantom Dr Ste. 330
Hazelwood, MO 63042
Phone: (877) 395-3541
Hours of Operation: M-F 8:00- 8:00

April 03, 2014

RONITA E MENDOZA
6241 WHITMORE ST
OMAHA, NE 68152-

Current Creditor: JH PORTFOLIO DEBT EQUITIES, LLC
Our Account Number: 6794593
Original Acct.: **REDACTED**
Original Creditor: Bank of America
Balance: \$1,728.43
Total Due: \$0.00

EXHIBIT

D

Dear RONITA E MENDOZA,

Our records indicate that you paid a total of \$813.37 to Credit Control, LLC to satisfy the account listed above on 11/30/2013. Your account is now deemed settled in full.

This letter is from a debt collection agency. This communication is made for the limited purpose of responding to your payment and is NOT an attempt to collect a debt.

Respectfully,

Michael Black
Credit Control, LLC

Credit Control, LLC
5757 Phantom Dr Ste 330 Hazelwood, MO 63042